

#23

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 30.03.2016

W.P.(CRL) 1009/2016

DURGESH AGGARWAL & ORS

..... Petitioners

Through: Ms. Reena Singh and Mr. Hari Datt
Sharma, Advocates

versus

THE STATE GOVT. OF DELHI & ANR

..... Respondents

Through: Mr. Ashish Aggarwal, ASC
(Criminal) with Mr. Piyush Singhal,
Advocate and SI Arvind Kumar, PS-
Shahdara for R-1
Mr. Anupam Gupta, Advocate for R-2
along with Respondent No.2 in person

CORAM:

HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

CRL.M.A.5322/2016 (Exemption)

Exemption granted subject to all just exceptions.

The application is disposed of accordingly.

W.P.(CRL) 1009/2016

1. The present is a petition under Article 226 of the Constitution of India read with Section 482 of the Code of Criminal Procedure, 1973 (Cr.P.C.) seeking quashing of FIR No.89/2016, under Sections 420/468/471/34 IPC,

registered at Police Station- Shahdara, Delhi and the proceedings arising therefrom.

2. The subject FIR came to be registered as a consequence over a dispute relating to the subject property jointly owned by the extended family of the complainant as well as the petitioners herein.

3. Apart from the subject FIR, the dispute between the parties led to the institution of the following proceedings:-

- “(i) In the court of Shri T.R. Naval, Ld. District Judge, Shahdara, District Karkardooma Courts, Delhi, case title as Deepa Aggarwal vs. State of NCT of Delhi and Others (probate petition).
- (ii) In the court of Shri T.R. Naval, Ld. District Judge, Shahdara, District Karkardooma Courts, Delhi, case title as Ram Kumar Aggarwal vs. Deepa (recovery suit).
- (iii) In the court of Ms. Ritu Singh, Ld. M.M., Karkardooma Court, Delhi, case title as Durgesh Aggarwal vs. Deepa (Complaint Case U/s 138 of N.I. Act).
- (iv) In the court of Shri Jay Thareja, Ld. ACJ, Karkardooma Court, Delhi case title as Durgesh Aggarwal vs. Deepa (suit for declaration).
- (v) In the court of Shri Jay Thareja, Ld. ACJ, Karkardooma Court, Delhi case title as Durgesh Aggarwal vs. Deepa (suit for damages).
- (vi) In the court of Shri Jay Thareja, Ld. ACJ, Karkardooma Court, Delhi case title as Deepa vs. Yash Aggarwal & Anr. (suit for declaration).
- (vii) In the Court of Shri Jay Thareja, Ld. ACJ, Karkardooma Court, Delhi, case title as Deepa vs. Sandeep Aggarwal (suit for declaration).
- (viii) In the court of Ms. Savitri, Ld. C.M.M., Karkardooma Court, Delhi, Complaint Case title as Durgesh Aggarwal and Anr. vs. Deepa

- (complaint case U/s 156 Cr.P.C.)
- (ix) In the Court of Ms. Savitri, Ld. C.M.M., Karkardooma Court, Delhi, State vs. Shyam Aggarwal, FIR No.210/2013, u/s 341 IPC, P.S. Shahdara, Delhi.
 - (x) FIR No.89/2016, under investigation, u/s 420/468/471/34 IPC, P.S. Shahdara, Delhi.
 - (xi) In the Hon'ble High Court of Delhi at New Delhi case title as Bina Aggarwal & Anr. vs. Deepa (suit for possession)."

4. It is also observed that the subject FIR was registered as a consequence of a direction by the learned C.M.M. in a proceeding under Section 156 of the Cr.P.C.

5. The complainant and the petitioners, who are present in person, state that with the intervention of common friends and relatives they have arrived at an amicable resolution of all the disputes including the one that led to the registration of the subject FIR. The salient terms and conditions of the afore-stated settlement dated 02.03.2016 are as follows:-

**“MEMORANDUM OF UNDERSTANDING /
SETTLEMENT**

This Compromise Deed is executed at Delhi on this 02st day of March, 2016 between:- DEEPA AGGARWAL W/O LATE SH. NIRANJAN LAL AGGARWAL, R/O 1/9730, BAHAL GALI, WEST GORAKH PARK, SHAHDARA, DELHI, (hereinafter called as the ('FIRST PARTY/PETITIONER'));

AND

DURGESH AGGARWAL S/O LATE SH. NIRANJAN LAL AGGARWAL, R/O 1/9608/3, BAHAL GALI, GALI NO.6, WEST GORAKH PARK, SHAHDARA, DELHI-32, ON BEHALF HIMSELF AND RESPONDENTS NO.3,4, & 7 AND SHYAM AGGARWAL RESPONDENT NO.5 & RAM KUMAR AGGARWAL RESPONDENT NO.6 S/O LATE SH. NIRANJAN LAL AGGARWAL, R/O 1/9728, BAHAL GALI, GALI NO.6, WEST GORAKH PARK, SHAHDARA, DELHI-32 (hereinafter called as the ('SECOND PARTY/RESPONDENTS'))

WHEREAS the First and Second Party are wife and sons of Late Sh. Niranjan Lal Aggarwal.

AND WHEREAS multiple differences cropped up between both the parties and both of them subsequently is ready to amicably settle the present probate petition and other cases pending in the other courts with the intervention of the family friends and relatives.

AND WHEREAS both the parties have amicably stipulated to the terms and conditions laid hereinafter, which are arrived at with absolute free will and consent and without undue pressure or coercion of any nature of any of the party.

That after the thoughtful discussion and meetings between the parties, the parties decided to settle the dispute. The second party/respondent Sh.Durgesh Aggarwal will pay a sum of Rs.56,72,585/- (Rupees fifty six lakh seventy

thousand five hundred eighty five only) as full and final settlement with the first party/ petitioner.

That the following cases were pending between the parties:-

1. In the court of Dr. T.R. Naval, District Judge, Shahdara, Distt. KKD, Delhi case titled Deepa vs. State of NCT Delhi and Others.
2. In the court of Dr. T.R. Naval, District Judge, Shahdara, Distt. KKD, Delhi, case titled Ram Kumar Aggarwal vs. Deepa NDOH-12.04.2016.
3. In the court of Ms. Ritu Singh, Ld. MM, Delhi, case titled Durgesh Aggarwal vs. Deepa, HDOH – 29.05.2016 u/s 138, N.I. Act.
4. In the court of Sh. Jay Thareja, Ld. ACJ, Delhi case titled Durgesh Aggarwal vs. Deepa, NDOH – 06.04.2016.
5. In the court of Sh. Jay Thareja, Ld. ACJ, Delhi, case titled Durgesh Aggarwal vs. Deepa, NDOH – 06.04.2016
6. In the Court of Sh. Jay Thareja, Ld. ACJ, Delhi, case titled Deepa vs. Yash Aggarwal & Anr., NDOH – 06.04.2016.
7. In the court of Sh. Jay Thareja, Ld. ACJ, Delhi case titled Deepa vs. Sandeep Aggarwal & Anr, NDOH- 06.04.2016
8. In the Court of Ms. Savitri, Ld. CMM, Delhi, case titled Durgesh Aggarwal vs. Deepa, NDOH – 04.03.2016
9. In the court of Ms. Savitri, Ld. CMM, Delhi, case titled State vs. Shyam Aggarwal, NDOH – 12.04.2016, FIR No.210/2013.
10. FIR No.89/2016, under investigation, complainant Ms. Deepa Aggarwal u/s 420/468/471/34 IPC, P.S. Shahdara.
11. In the High Court of Delhi, case titled Bina

Aggarwal vs. Deepa, NDOH- 29.04.2016,
C.S. (OS) No.2110/2014.

AND WHEREAS both the parties have amicably stipulated to the terms and conditions laid hereinafter, which are arrived at with absolute free will and consent and without undue pressure or coercion of any nature of any of the party.

1. That out of the settlement amount, the respondent No.2 undertake to pay the petitioner a sum of Rs.45,00,000/- (Rupees Forty Five Lakhs Only) by way of two pay order on or before 29.03.2016 to the petitioner and the amount Rs.11,72,585/- (Rupees Eleven Lakh Seventy Two Lakhs Five Hundred Eighty Five Only) which is lying in the HUF account with Axis Bank, Shahdara as a settlement amount and in lieu of the said amount the petitioner will give up all the claims and rights in the present will date 12.09.2012 executed by late Sh. Niranjana Lal Aggarwal except the amount already withdrawn from the bank accounts. The respondents also undertake not to claim the said amount from the petitioner/first party.

2. That the second party/respondents undertakes to complete all responsibility in respect of formalities for claiming the amount of HUF account by the petitioner/first party.

3. That the second party/respondents undertakes that he and his brothers will withdraw all the cases filed against the petitioner as stated above and the petitioner will also withdraw all the cases filed by her against the respondent after receiving the aforesaid amount.

4. That the first party/petitioner also undertakes to withdraw the cases filed by her against the respondents after receiving the settlement amount as mentioned above from the petitioner no.2. The petitioner will co-operate in quashing the FIR

No.89/2016 and FIR No.210/2013 P.S. Shahdara, Delhi before the Hon'ble High Court of Delhi.

5. That the second party will pay to the first party/petitioner an amount of Rs.20,00,000/- (Rupees Twenty Lakhs Only) on or before 18.03.2016 and further payment of Rs.25,00,00/- (Rupees Twenty Five Lakhs Only) on or before 25.03.2016 by way of pay order in favour of petitioner/first party.

6. That the second party/respondent No.2 on behalf of his brothers and sister undertakes they will not initiate any legal proceeding against petitioner.

7. That second party/respondents will not claims any rights or title in the properties and assets in the name of the petitioner in future, and the petitioner is free to transfer the same as per her wish and desire.

8. That the first party/petitioner undertakes to give NOC at Municipal Corporation at Haridwar in respect of Flat No.0013, Gayatri Lok, Haridwar, U.K. in favour of Sh. Ram Kumar Aggarwal or any other person as per the request by the second party/respondents.

9. That the petitioner also undertakes to vacate and hand over the peaceful possession of the property No.1/9730, Bahal Gali, Gali No.6, West Gorakh Park, Shahdara, Delhi-32 to second party after receiving the settlement amount as stated above.

10. That it has been agreed between the parties i.e. petitioner and respondents that the property bearing No.1/9664, West Gorakh Park, Gali No.6, Shahdara, Delhi-32 measuring 34 sq. Yards will be transferred in the name of Ms. Ritu Aggarwal w/o Sh. Arvind Aggarwal and both the parties will not claim over the said property.

11. That it has been agreed between first party/petitioner and second party/respondents that the household articles in property bearing No.1/9730, Bahal Gali, Gali No.6, West Gorakh

Park, Shahdara, Delhi-32 belongs to first party/petitioner Ms. Deepa Aggarwal and she has full authority to take the articles along with her at the time of vacating the said property.

12. That the second party/respondent No.2 also undertakes to indemnify the first party/petitioner against any future litigation initiated by the respondents against the petitioner.

13. That in case the respondent No.2 or the other respondents violates the terms and conditions of the present MOU or settlement terms, then the petitioner will be at liberty to revive the present probate petition and proceed as per law and in case the petitioner violates the terms and conditions of the present settlement amount if received from second party/respondent.

14. That both the parties i.e. petitioner and respondent no.2 have read and understood the above terms and conditions and have signed on this application with their free will, consent and desire and without any threat, pressure or coercion from any corner.

15. That second party/respondents herein undertakes to not to initiate any fresh case, claim, prosecution against petitioner/first party or his any of the family members in future course of action and her entire claim or entitlement comprehensively stands satisfied and settled. Meaning thereby, all the disputes regarding past, present and future has been sorted out between the parties in consonance with the terms and conditions mentioned above. Both the parties undertake to strictly comply with the MOU dated 02.03.2016 and will adhere to its covenants to its true sense and spirits.

16. That the both the parties have agreed that they shall not claim any kind of past, present and/or future charges etc. from each other in any manner whatsoever and they shall abide by this Compromise Deed.

17. That all the parties out of their free will and

consent and in their sound state of mind and in the presence of each other and witnesses are executing the present compromise deed after understanding the contents thereof.

WITNESSES

Sd/-

1. FIRST PARTY/PETITIONER

Sd/-

2. SECOND PARTY/RESPONDENTS”

6. In pursuance to the afore-stated settlement, a sum of Rs.24,00,000/- (Rupees Twenty Four Lac) has been brought to Court in the shape of following three demand drafts:-

- (i) Demand Draft No.012227 dated 23.03.2016, in the sum of Rs.9,80,000/-, drawn on Axis Bank, Shahdara, in favour of Ms. Deepa.
- (ii) Demand Draft No.012148 dated 21.03.2016, in the sum of Rs.8,20,000/-, drawn on Axis Bank, Shahdara, in favour of Ms. Deepa.
- (iii) Demand Draft No.012257 dated 28.03.2016, in the sum of Rs.6,00,000/-, drawn on Axis Bank, Shahdara, in favour of Ms. Deepa.

7. The afore-stated three demand drafts have been handed over to Deepa Aggarwal, the complainant/respondent No.2 herein, who acknowledges receipt thereof subject to encashment.

8. The complainant, who is present in Court today and has been identified by IO in the subject FIR namely, SI Arvind Kumar, Police Station-Shahdara as well as her counsel Mr. Anupam Gupta, Advocate, states that in view of the afore-stated comprehensive settlement, she is no longer keen to

prosecute the subject FIR and the proceedings arising therefrom and that the subject FIR may be quashed by this Court.

9. The agreement entered into between the parties is lawful and the parties have already complied with its terms and fulfilled their reciprocal promises. The acceptance of the settlement shall apply quietus to the following proceedings between the parties:-

- “(i) In the court of Shri T.R. Naval, Ld. District Judge, Shahdara, District Karkardooma Courts, Delhi, case title as Deepa Aggarwal vs. State of NCT of Delhi and Others (probate petition).
- (ii) In the court of Shri T.R. Naval, Ld. District Judge, Shahdara, District Karkardooma Courts, Delhi, case title as Ram Kumar Aggarwal vs. Deepa (recovery suit).
- (iii) In the court of Ms. Ritu Singh, Ld. M.M., Karkardooma Court, Delhi, case title as Durgesh Aggarwal vs. Deepa (Complaint Case U/s 138 of N.I. Act).
- (iv) In the court of Shri Jay Thareja, Ld. ACJ, Karkardooma Court, Delhi case title as Durgesh Aggarwal vs. Deepa (suit for declaration).
- (v) In the court of Shri Jay Thareja, Ld. ACJ, Karkardooma Court, Delhi case title as Durgesh Aggarwal vs. Deepa (suit for damages).
- (vi) In the court of Shri Jay Thareja, Ld. ACJ, Karkardooma Court, Delhi case title as Deepa vs. Yash Aggarwal & Anr. (suit for declaration).
- (vii) In the Court of Shri Jay Thareja, Ld. ACJ, Karkardooma Court, Delhi, case title as Deepa vs. Sandeep Aggarwal (suit for declaration).
- (viii) In the court of Ms. Savitri, Ld. C.M.M., Karkardooma Court, Delhi, Complaint Case title as Durgesh Aggarwal and Anr. vs. Deepa (complaint case U/s 156 Cr.P.C.)
- (ix) In the Court of Ms. Savitri, Ld. C.M.M., Karkardooma Court, Delhi, State vs. Shyam Aggarwal, FIR No.210/2013, u/s 341 IPC, P.S.

Shahdara, Delhi.

- (x) FIR No.89/2016, under investigation, u/s 420/468/471/34 IPC, P.S. Shahdara, Delhi.
- (xi) In the Hon'ble High Court of Delhi at New Delhi case title as Bina Aggarwal & Anr. vs. Deepa (suit for possession)."

10. In view of the foregoing, since the dispute between the parties that led to the registration of the subject FIR relating to the joint inheritance of the parties to the present petition and the complete settlement of all those dispute is without any influence, pressure or coercion, no useful purpose will be served by proceeding with the subject FIR and the proceedings arising therefrom.

11. Consequently, FIR No.89/2016, under Sections 420/468/471/34 IPC, registered at Police Station- Shahdara, Delhi and the proceedings arising therefrom are hereby set aside and quashed *qua* all the petitioners subject to their depositing a sum of Rs.10,000/- (Rupees Ten Thousand Only) in aggregate with the Victims' Compensation Fund, Government of NCT of Delhi within a period of four weeks from today. The receipt of the said deposit shall be furnished to the concerned IO.

12. The writ petition is allowed and disposed of accordingly.

SIDDHARTH MRIDUL, J

MARCH 30, 2016

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